

Stephen M. Pezanosky
State Bar No. 15881850
Ian T. Peck
State Bar No. 24013306
David L. Staab
State Bar No. 24093194
HAYNES AND BOONE, LLP
301 Commerce Street, Suite 2600
Fort Worth, TX 76102
Telephone: 817.347.6600
Facsimile: 817.347.6650
Email: stephen.pezanosky@haynesboone.com
Email: ian.peck@haynesboone.com
Email: david.staab@haynesboone.com

PROPOSED ATTORNEYS FOR DEBTORS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
Corsicana Bedding, LLC, <i>et al.</i> , ¹	§	Case No. 22-90016-elm11
	§	
Debtors.	§	Jointly Administered

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER UNDER 11 U.S.C. §§ 327(a),
330, AND 1107(b) AUTHORIZING THE EMPLOYMENT AND RETENTION OF
HAYNES AND BOONE, LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS
IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

**A HEARING WILL BE CONDUCTED ON THIS MATTER ON
AUGUST 8, 2022, AT 1:30 P.M. VIA WEBEX AT
[HTTPS://US-COURTS.WEBEX.COM/MEET/MORRIS](https://us-courts.webex.com/meet/morris)**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST
RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED
BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH
THE CLERK OF THE BANKRUPTCY COURT AT 501 W. 10TH**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Corsicana Bedding, LLC (3019) ("Corsicana"); Thetford Leasing LLC (7227) ("Thetford"); Olive Branch Building, LLC (7227) ("Olive Branch"); Eastern Sleep Products Company (1185) ("Eastern Sleep"); Englander-Symbol Mattress of Mississippi, LLC (5490) ("Englander Symbol"); Hylton House Furniture, Inc. (5992) ("Hylton House"); Luuf, LLC (3450) ("Luuf"); Symbol Mattress of Florida, Inc. (4172) ("Symbol Florida"); Symbol Mattress of Pennsylvania, Inc. (3160) ("Symbol Pennsylvania"); Symbol Mattress of Wisconsin, Inc. (0871) ("Symbol Wisconsin"); Symbol Mattress Transportation, Inc. (1185) ("Symbol Transportation"); and Master Craft Sleep Products, Inc. (4961) ("Master Craft"). The location of the Debtors' service address is P.O. Box 3233, Fort Worth, TX 76113.

STREET, ROOM 147, FORT WORTH, TEXAS 76102 BEFORE CLOSE OF BUSINESS ON AUGUST 5, 2022, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF. YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

Corsicana Bedding, LLC and its debtor affiliates, as debtors and debtors-in-possession in the above-referenced chapter 11 cases (collectively, the “Debtors”), hereby file this *Debtors’ Application for Entry of an Order Under 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtors and the Debtors in Possession Effective as of the Petition Date* (the “Application”). In support of the Application, the Debtors rely upon the *Declaration of Stephen M. Pezanosky in Support of the Debtors’ Application for Entry of an Order Under 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtors and the Debtors in Possession Effective as of the Petition Date* (the “Pezanosky Declaration”), which is attached hereto as **Exhibit A**. In further support of the Application, the Debtors respectfully state as follows:

Jurisdiction and Venue

1. The United States District Court for the Northern District of Texas (the “District Court”) has jurisdiction over the subject matter of this Application pursuant to 28 U.S.C. § 1334. The District Court’s jurisdiction has been referred to this Court pursuant to 28 U.S.C. § 157 and the District Court’s Miscellaneous Order No. 33, *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984. This is a core matter pursuant to 28 U.S.C. § 157(b), which may be heard and finally determined by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

2. On June 25, 2022 (the “Petition Date”), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above captioned cases (the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. On July 8, 2022, an official committee of unsecured creditors (the “Committee”) was appointed in these Chapter 11 Cases. No trustee or examiner has been requested or appointed in these Chapter 11 Cases.

4. A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Application and the Debtors’ Chapter 11 Cases are set forth in greater detail in the *Declaration of Michael Juniper in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* (the “Juniper Declaration”).²

Relief Requested

5. The Debtors request entry of an order, substantially in the form attached hereto as **Exhibit C**, authorizing the employment and retention of Haynes and Boone as their attorneys in accordance with the terms and conditions set forth in the engagement letter between the Debtors and Haynes and Boone dated as of June 8, 2022 (the “Engagement Letter”), effective as of the Petition Date. A copy of the Engagement Letter is attached to this Application as **Exhibit B**.

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Juniper Declaration.

Basis for Relief

6. The bases for the relief requested herein are sections 327(a), 330 and 1107(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and N.D. Tex. L.B.R. 2014-1 and 2016-1 (the “Local Bankruptcy Rules”).

7. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor]’s duties under this title.

11 U.S.C. § 327(a).

8. Section 101 of the Bankruptcy Code defines "disinterested person" as a person that:

is not a creditor, an equity security holder, or an insider; [or] is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and...does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14)(A)-(C).

9. Local Bankruptcy Rule 2014-1(b)(1) provides that, “[i]f a motion for approval of the employment of a professional is made within 30 days of the commencement of that professional’s provision of services, it is deemed contemporaneous.” N.D. Tex. L.B.R. 2014-1(b)(1).

10. The complexity of the Chapter 11 Cases has necessitated that the Debtors, Haynes and Boone, and the Debtors’ other professionals focus their immediate attention on time-

sensitive matters and promptly devote substantial resources to the affairs of the Debtors pending submission and approval of this Application.

11. Prior to the commencement of the Chapter 11 Cases, the Debtors sought services of Haynes and Boone, with respect to, among other things, advice regarding and preparation for the commencement of the Chapter 11 Cases. The Debtors employed and retained Haynes and Boone as their bankruptcy attorneys in connection with the filing and, subject to the entry of an order approving the retention of Haynes and Boone, the prosecution of the Chapter 11 Cases.

Haynes and Boone's Qualifications and Scope of the Engagement

12. The Debtors seek to retain Haynes and Boone based on the Firm's extensive experience and knowledge in the field of debtors' and creditors' rights and business reorganizations under Chapter 11 of the Bankruptcy Code. Haynes and Boone has expertise, experience, and knowledge practicing before bankruptcy courts in this and other districts throughout the country. Haynes and Boone is a full-service law firm with experience and expertise in all other legal areas that may arise during the Chapter 11 Cases, including corporate, finance, insurance, tax, and litigation. Haynes and Boone's appearance before this Court for the matters in the Chapter 11 Cases will be efficient and cost effective for the Debtors' estates.

13. The contact information for Haynes and Boone is:

Haynes and Boone, LLP
Attn: Stephen M. Pezanosky
Attn: Ian T. Peck
Attn: David L. Staab
301 Commerce Street, Suite 2600
Fort Worth, TX 76102
Telephone: 817.347.6600
Email: stephen.pezanosky@haynesboone.com
Email: ian.peck@haynesboone.com
Email: david.staab@haynesboone.com

14. Prior to the filing of the Chapter 11 Cases, Haynes and Boone became familiar with the Debtors' business and affairs, as well as many of the potential legal issues that may arise during the pendency of the Chapter 11 Cases. Accordingly, the Debtors believe the retention of Haynes and Boone as their bankruptcy counsel is in the best interest of the Debtors' estates because such retention will further the efficient and economic administration of the Chapter 11 Cases.

15. After due consideration and deliberation, the Debtors have concluded that their interests and the interests of their creditors and other parties-in-interest will be best served by the retention of Haynes and Boone as their bankruptcy counsel to render such legal services as are necessary and appropriate in connection with the matters set forth herein.

16. The Debtors contemplate that Haynes and Boone will render specialized legal services to the Debtors as needed throughout the Chapter 11 Cases. Generally, the legal services that Haynes and Boone will render may be summarized, in part, as follows:

- a. Advising the Debtors of their rights, powers, and duties as debtors-in-possession under the Bankruptcy Code;
- b. Performing all legal services for and on behalf of the Debtors that may be necessary or appropriate in the administration of the Chapter 11 Cases and the Debtors' business;
- c. Advising the Debtors concerning, and assisting in, the negotiation and documentation of financing agreements and debt restructurings;
- d. Reviewing the nature and validity of agreements relating to the Debtors' interests in real and personal property and advising the Debtors of their corresponding rights and obligations;
- e. Advising the Debtors concerning preference, avoidance, recovery, or other actions that it may take to collect and to recover property for the benefit of the estates and their creditors, whether or not arising under Chapter 5 of the Bankruptcy Code;

- f. Preparing on behalf of the Debtors all necessary and appropriate applications, motions, pleadings, draft orders, notices, and other documents and reviewing all financial and other reports to be filed in the Chapter 11 Cases;
- g. Advising the Debtors concerning, and preparing responses to, applications, motions, complaints, pleadings, notices, and other papers that may be filed and served in the Chapter 11 Cases;
- h. Counseling the Debtors in connection with the formulation, negotiation, and promulgation of a plan of reorganization and related documents;
- i. Working with and coordinating efforts among other professionals to attempt to preclude any duplication of effort among those professionals and to guide their efforts in the overall framework of Debtors' reorganization;
- j. Working with professionals retained by other parties-in-interest in the Chapter 11 Cases to attempt to structure a consensual plan of reorganization, or other resolution for Debtors; and
- k. Performing such additional legal services as may be required by the Debtors.

17. The nonexclusive services described above are essential to the Debtors' successful reorganization.

Compensation

18. Subject to this Court's approval, Haynes and Boone will seek approval of payment of compensation and reimbursement of actual, necessary expenses and other charges upon Haynes and Boone's filing of appropriate applications for the allowance of interim and final compensation and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and Orders of this Court. The Debtors request that Haynes and Boone be compensated on an hourly basis and reimbursed for the actual, necessary expenses it incurs.

19. In connection with this engagement, and as set forth in the Engagement Letter, Haynes and Boone agreed to discount its standard hourly rates for this engagement. The rates reflected below are unique to the facts and circumstances of this engagement and should not be considered the standard, market rates of Haynes and Boone for other bankruptcy or restructuring matters. The primary attorneys and paralegal within Haynes and Boone who will represent the Debtors and their discounted hourly rates for representing the Debtors are set forth below:

<i>Name</i>	<i>Status</i>	<i>Discounted Rate</i>
Stephen M. Pezanosky	Partner	\$1,150
Ian T. Peck	Partner	\$950
Eli Columbus	Partner	\$895
Sakina Rasheed Foster	Partner	\$925
David L. Staab	Associate	\$725
Martha Wyrick	Associate	\$675
Tom Zavala	Associates	\$550
Kim Morzak	Paralegal	\$400

20. The discounted hourly rates for the professionals set forth above are set at a level designed to fairly compensate Haynes and Boone for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. From time to time, other attorneys and paralegals from Haynes and Boone may serve the Debtors in connection with the matters for which Haynes and Boone will be retained.

21. It is Haynes and Boone's policy, in all areas of practice, to charge its clients for all additional expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for "working meals," computerized research, and other expenses. Haynes and Boone will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Haynes and Boone's other clients and consistent with applicable U.S. Trustee guidelines.

22. Pursuant to Bankruptcy Rule 2016(b), Haynes and Boone has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Haynes and Boone or (b) any compensation another person or party has received or may receive. As of the Petition Date, the Debtors do not owe Haynes and Boone any amounts for legal services rendered before the Petition Date.

23. Haynes and Boone received \$580,238.06 through the day prior to the Petition Date as compensation for services rendered and costs incurred for the one-year period prior to the Petition Date. As of the Petition Date, Haynes and Boone holds a retainer from the Debtors in the amount of \$14,105.80 (the “Retainer”), which Haynes and Boone will hold in trust for the Debtors pending further order of the Court.

Bankruptcy Rule 2014 Disclosures

24. To the best of the Debtors’ knowledge, information, and belief, Haynes and Boone has no connection with the Debtors’ creditors, parties-in-interest, or affiliates, the U.S. Trustee, or any person employed in the Office of the United States Trustee, except as set forth in the Pezanosky Declaration, which is filed contemporaneously with this Application. Mr. Pezanosky is one of the Haynes and Boone partners with overall responsibility for this case.

25. To the best of the Debtors’ knowledge and as disclosed herein and in the Pezanosky Declaration, (a) Haynes and Boone is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) Haynes and Boone has no connection to the Debtors, their creditors, or their related parties except as disclosed in the Pezanosky Declaration. The Debtors do not believe that Haynes and Boone’s

concurrent representation of any potential parties-in-interest on unrelated matters creates a disqualifying conflict of interest in the Chapter 11 Cases.

26. Haynes and Boone will review its files periodically during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Haynes and Boone will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

27. For the reasons set forth above, the Debtors submit that Haynes and Boone's retention and employment is necessary and in the best interests of the Debtors and their estates.

28. Haynes and Boone's compliance with the requirements of sections 327, 329, 330, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, as well as the Local Bankruptcy Rules, is set forth in detail in the Pezanosky Declaration.

Notice

29. Notice of this Application will be provided to the parties listed on the Debtors' complex service list in accordance with the *Order Granting Complex Chapter 11 Bankruptcy Case Treatment*.

Conclusion

WHEREFORE, based on the foregoing, the Debtors respectfully request that the Court (i) grant the Application and (ii) grant such other and further relief as is just and proper.

Dated: July 15, 2022

Corsicana Bedding, LLC, *et al.*

/s/ Michael Juniper

Name: Michael Juniper

Title: Chief Restructuring Officer

HAYNES AND BOONE, LLP

By: /s/ Stephen M. Pezanosky

Stephen M. Pezanosky

State Bar No. 15881850

Ian T. Peck

State Bar No. 24013306

David L. Staab

State Bar No. 24093194

301 Commerce Street, Suite 2600

Fort Worth, TX 76102

Telephone: 817.347.6600

Facsimile: 817.347.6650

Email: stephen.pezanosky@haynesboone.com

Email: ian.peck@haynesboone.com

Email: david.staab@haynesboone.com

PROPOSED ATTORNEYS FOR DEBTORS

Exhibit A

Pezanosky Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
Corsicana Bedding, LLC, <i>et al.</i> , ¹	§	Case No. 22-90016-elm11
	§	
Debtors.	§	Jointly Administered

**DECLARATION OF STEPHEN M. PEZANOSKY IN SUPPORT OF THE DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER UNDER 11 U.S.C. §§ 327(a), 330 AND
1107(b) AUTHORIZING THE EMPLOYMENT AND RETENTION OF HAYNES AND
BOONE, LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN
POSSESSION EFFECTIVE AS OF THE PETITION DATE**

I, Stephen M. Pezanosky, being duly sworn, state the following under penalty of perjury:

1. I am a partner in the law firm of Haynes and Boone LLP ("Haynes and Boone"), 301 Commerce Street, Suite 2600, Fort Worth, Texas 76102. I am a member in good standing of the Bar of the State of Texas, and I am admitted to practice before the United States District Court for the Northern, Southern, Eastern and Western Districts of Texas, the Court of Appeals for the Fifth and Ninth Circuits, and the United States Supreme Court. There are no disciplinary proceedings pending against me.

2. I submit this declaration in support of the *Debtors' Application for Entry of an Order Under 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtors and the Debtors in Possession Effective as of the Petition Date* (the "Application") of the above-captioned debtors and debtors in

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Corsicana Bedding, LLC (3019) ("Corsicana"); Thetford Leasing LLC (7227) ("Thetford"); Olive Branch Building, LLC (7227) ("Olive Branch"); Eastern Sleep Products Company (1185) ("Eastern Sleep"); Englander-Symbol Mattress of Mississippi, LLC (5490) ("Englander Symbol"); Hylton House Furniture, Inc. (5992) ("Hylton House"); Luuf, LLC (3450) ("Luuf"); Symbol Mattress of Florida, Inc. (4172) ("Symbol Florida"); Symbol Mattress of Pennsylvania, Inc. (3160) ("Symbol Pennsylvania"); Symbol Mattress of Wisconsin, Inc. (0871) ("Symbol Wisconsin"); Symbol Mattress Transportation, Inc. (1185) ("Symbol Transportation"); and Master Craft Sleep Products, Inc. (4961) ("Master Craft"). The location of the Debtors' service address is P.O. Box 3233, Fort Worth, TX 76113.

possession (collectively, the “Debtors”) for an order pursuant to sections 327(a), 330, and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Northern District of Texas (the “Local Bankruptcy Rules”). Except as otherwise noted, I have personal knowledge of the matters set forth herein.

3. Haynes and Boone is a Texas limited liability partnership comprised of duly licensed attorneys qualified to practice before this Court. Haynes and Boone is a full-service law firm with experience and expertise in all facets of legal practice, including bankruptcy, insolvency, corporate reorganization, and debtor-creditor law. Haynes and Boone is well qualified to act as counsel for the Debtors in the Chapter 11 Cases.

4. Haynes and Boone was engaged by the Debtors to provide assistance concerning financial restructuring, including these Chapter 11 cases. Haynes and Boone has also expended significant resources prior to the Petition Date working with the Debtors to prepare for their bankruptcy filing. In the process, Haynes and Boone has become familiar with the Debtors’ business operations and financial affairs and many of the legal issues that will likely arise in the context of the Chapter 11 Cases. If the Debtors are forced to retain counsel other than Haynes and Boone, the Debtors’ estates would incur additional expenses and delays associated with familiarizing new counsel with the intricacies of the Debtors’ financial affairs and business operations.

Connections

5. To the best of my knowledge and belief and based upon a review of Haynes and Boone’s conflicts system (as further described below), Haynes and Boone has never represented the Debtors’ creditors, equity security holders, or any other parties-in-interest, or the U.S.

Trustee in any matters relating to the Debtors or their estates. Therefore, to the best of my knowledge and belief, Haynes and Boone is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code because Haynes and Boone, its partners, counsel and associates:

- a. Are not creditors, equity security holders, or insiders of the Debtors;
- b. Are not and were not, within two (2) years before the date of the filing of the Debtors’ Chapter 11 petition, a director, officer, or employee of the Debtors; and
- c. Do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

6. Haynes and Boone and certain of its partners, counsel, and associates may have in the past, may presently, and/or may in the future represent creditors and other parties-in-interest of the Debtors in matters unrelated to the Chapter 11 Cases. I do not believe that such unrelated representations would prevent Haynes and Boone from being disinterested.

Search and Disclosure Procedures

7. Haynes and Boone maintains a conflicts database management system (the “System”), which is designed to reveal the potential for conflicts of interest and other connections to existing and former clients. In addition, Haynes and Boone employs a conflicts analysis staff under the supervision of our Director of Conflicts, attorney Richard Clark. We have utilized the System to search for potential conflicts of interest and other connections to existing and former clients and other potential parties-in-interest in the Chapter 11 Cases whom Haynes and Boone has represented going back twenty-four (24) months. In conducting such search, Haynes and Boone received information from the Debtors listing their secured creditors and parties in interest of the Debtors whether or not such party actually held a claim against the

Debtors. The results of such search were reviewed by Richard Clark and his team, and by myself or attorneys at my direction. I, or Haynes and Boone attorneys at my direction, have contacted various Haynes and Boone attorneys shown on the System report as having previously submitted relevant connections information to the System. From such attorneys and these databases, we have obtained information and guidance with regard to the particular connections reflected.

8. The list of potential parties-in-interest that we received from the Debtors and processed through the System for our representation in the Chapter 11 Cases is set forth on the attached **Schedule 1**. We searched for connections regarding the following: (a) the Debtors and non-Debtor affiliates; (b) the Debtors' equity holders; (c) the Debtors' current and certain former officers and directors; (d) Court personnel; (e) the Debtors' professionals; (f) counsel to the DIP Agent; (g) U.S. Trustee personnel; (h) banks, lenders, and secured parties; (i) counterparties to material contracts and leases; (j) taxing authorities and other governmental agencies; (k) insurance-PFA parties; (l) known affiliates – joint ventures; (m) litigation counterparties; (n) ordinary course professionals; (o) landlords; (p) significant competitors; (q) top 20 unsecured creditors of each Debtor; (r) vendors; (s) utility providers; (t) wages – service provider; and (u) taxing authorities.

9. Other than as set forth below, and to the best of my knowledge, information and belief: (i) Haynes and Boone has no other connection with the Debtors' creditors, potential parties-in-interest or affiliates; (ii) Haynes and Boone does not represent or hold any interest adverse to the Debtors, their estates, creditors, equity security holders, or affiliates in the matters upon which Haynes and Boone is to be engaged; and (iii) Haynes and Boone is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required by section 327(a) of the Bankruptcy Code.

Current or Prior Representations of Potential Parties-in-Interest

10. As expected, while the results of these searches revealed no conflict of interest with regard to Haynes and Boone's anticipated representation of the Debtors, numerous connections to potential parties-in-interest, in matters wholly unrelated to the Chapter 11 Cases, were revealed.² Those connections are disclosed in **Schedule 2**. Haynes and Boone does not believe that its concurrent representation of the potential parties-in-interest listed in Schedule 2 on unrelated matters creates a disqualifying conflict of interest in the Chapter 11 Cases.

11. Insofar as other connections with parties-in-interest are concerned, it is possible that one or more attorneys or staff members of Haynes and Boone may have personal or social connections with certain parties-in-interest. However, Haynes and Boone submits that individual affiliations with parties-in-interest will not in any way affect the services that Haynes and Boone proposes to provide to the Debtors.

12. Haynes and Boone submits that the connections described above do not create a conflict in its representation of the Debtors.

13. The disclosures identified above are based upon all information reasonably available to Haynes and Boone at the time of submission of the Application to the Bankruptcy Court for approval. Haynes and Boone will, to the extent necessary, supplement this Declaration as may be required by the Bankruptcy Code and Rules if and when any other relationships exist or are modified such that further disclosure is required. Haynes and Boone will implement appropriate internal procedures to protect the interests of the Debtors in connection with the representations and relationships set forth above.

² Haynes and Boone will periodically update its conflicts review respecting Parties-in-Interest, and will file supplements to this Declaration as necessary and appropriate.

Compensation Matters

14. Haynes and Boone received \$580,238.06 through the day prior to the Petition Date as compensation for services rendered and costs incurred for the one-year period prior to the Petition Date. As of the Petition Date, Haynes and Boone holds a retainer from the Debtors in the amount of \$14,105.80 (the “Retainer”), which Haynes and Boone will hold in trust for the Debtors pending further order of the Court.

15. Haynes and Boone was retained to represent the Debtors on June 7, 2022, as their restructuring and bankruptcy counsel. As of the Petition Date, Haynes and Boone was not owed any amounts for services performed for the Debtors or expenses incurred in connection therewith prior to the Petition Date.

16. Haynes and Boone will follow the procedures of this Court and the Bankruptcy Code and apply, pursuant to section 330 of the Bankruptcy Code, for compensation for professional services rendered on behalf of the Debtors in connection with the Chapter 11 Cases, subject to approval of this Court, in compliance with any orders of the Court pertaining to the compensation of professionals, and in compliance with applicable provisions of the Bankruptcy Code, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges.

17. In connection with this engagement, and as set forth in the Engagement Letter, Haynes and Boone agreed to discount its standard hourly rates for this engagement. The rates reflected below are unique to the facts and circumstances of this engagement and should not be considered the standard, market rates of Haynes and Boone for other bankruptcy or restructuring matters. The primary attorneys and paralegal within Haynes and Boone who will represent the Debtors and their discounted hourly rates for representing the Debtors are set forth below:

<i>Name</i>	<i>Status</i>	<i>Discounted Rate</i>
Stephen M. Pezanosky	Partner	\$1,150
Ian T. Peck	Partner	\$950
Eli Columbus	Partner	\$895
Sakina Rasheed Foster	Partner	\$925
David L. Staab	Associate	\$725
Martha Wyrick	Associate	\$675
Tom Zavala	Associates	\$550
Kim Morzak	Paralegal	\$400

18. The discounted hourly rates for the attorneys set forth above are set at a level designed to fairly compensate Haynes and Boone for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. From time to time, other attorneys and paralegals from Haynes and Boone may serve the Debtors in connection with the matters for which Haynes and Boone will be retained.

19. It is Haynes and Boone's policy, in all areas of practice, to charge its clients for certain expenses incurred in connection with the client's case. For purposes of the Chapter 11 Cases, expenses charged will include, among other things, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, expenses for "working meals," computerized research, and other reasonable expenses that may be necessary subject to the Court's allowance of such expenses. Haynes and Boone will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Haynes and Boone's other clients and consistent with applicable U.S. Trustee guidelines.

20. No promises have been received by Haynes and Boone, nor any partner, counsel, or associate thereof, as to compensation in connection with the Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Haynes and Boone has no agreement with any other entity to share with such entity any compensation received by Haynes and Boone in connection with the Chapter 11 Cases.

Benefit to the Estate

21. The employment of Haynes and Boone will be beneficial to the Debtors because of the Firm's knowledge and familiarity with the Debtors and its legal obligations to its creditors.

22. The Firm has not, and will not, represent the individual interests of the Debtors' Board of Directors or any equity owners of the Debtors, nor the individual interests of any of the Debtors' management.

Conclusion

23. In view of the foregoing, I believe that Haynes and Boone (i) does not hold or represent an interest adverse to the estate, and (ii) is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. The Firm recognizes its continuing responsibility to be aware of, and to further disclose, any relationship or connection between it and other parties-in-interest to the Debtors' bankruptcy estates and the Chapter 11 Cases as they appear or become recognized during the Chapter 11 Cases. Accordingly, the Firm reserves the right to supplement this disclosure if necessary as more information becomes available to the Firm. The foregoing constitutes my statement and that of Haynes and Boone pursuant to section 327 of the Bankruptcy Code and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure.

I declare under penalty of perjury under the laws of the United States, that the foregoing statements are true and correct.

Dated: July 15, 2022

Respectfully submitted,

/s/ Stephen M. Pezanosky
Stephen M. Pezanosky
Partner, Haynes and Boone LLP

Schedule 1

Parties in Interest

Parties in Interest

In re: Corsicana Bedding, LLC, *et al.*

Debtors:

Corsicana Bedding, LLC
Thetford Leasing, LLC
Olive Branch Building, LLC
Eastern Sleep Products Company
Englander-Symbol Mattress of Mississippi, LLC
Hylton House Furniture, Inc.
Luuf, LLC
Symbol Mattress of Florida, Inc.
Symbol Mattress of Pennsylvania, Inc.
Symbol Mattress of Wisconsin, Inc.
Symbol Mattress Transportation, Inc.
Master Craft Sleep Products, Inc.

Equity Holders

Blue Torch Capital
KKR
Long Pointe Capital

Directors/Officers:

Bradley Dietz
Eric Rhea
Matthew Khan
Robert W. Black
Scott Vogel

Non-Debtor Affiliates

Corsicana Parent Co., LLC
Chesterfield Landco, L.L.C.
Eastern Sleep-Fort Wayne, LLC
Eastern Sleep-Poinciana, LLC
Symbol Mattress – Las Vegas LLC
Symbol Mattress of New England, Inc.
Symbol Mattress of Indiana, Inc.

Court Personnel:

Hon. Mark X. Mullin
Jennifer Calfee, Courtroom Deputy
Hon. Edward L. Morris
Jana McCrory, Courtroom Deputy
Robert P. Colwell, Clerk of Court

Restructuring Professionals:

CR3 Partners, LLC
Donlin Recano & Co., Inc.
Haynes and Boone, LLP
Houlihan Lokey

Counsel to Proposed DIP Lenders:

McGuireWoods
Munsch Hardt Kopf & Harr PC
Schulte Roth & Zabel LLP

U.S. Trustee Personnel:

William T. Neary, U.S. Trustee
Lisa L. Lambert, Assistant U.S. Trustee
Asher Bublick, Trial Attorney
Meredyth Kippes, Trial Attorney
Nancy S. Resnick, Trial Attorney
Erin Schmidt, Trial Attorney
Elizabeth Young, Trial Attorney

Banks/Lenders/UCC Lien

Parties/Administrative Agents:

Bank of America
Blue Torch Credit Opportunities Fund II, LP
Blue Torch Credit Opportunities KRS Fund LP
Blue Torch Credit Opportunities SBAF Fund LP
Blue Torch Credit Opportunities SC Master Fund LP
Blue Torch Credit SC Fund LLC
Blue Torch Finance, LLC
Blue Torch Holdings SBAF Fund LLC
Blue Torch KRS Fund LLC
Blue Torch Offshore Credit Opportunities
Master Fund II LP
BMO Harris Bank (fka M&I BANK)
BTC Credit Opportunities KRS Master Fund LP
BTC Credit Opportunities SBAF Fund LP
BTC Credit Opportunities SC Master Fund LP
BTC Holdings Fund II LLC
BTC Holdings KRS Fund LLC
BTC Holdings SBAF Fund LLC

BTC Holdings SC Fund LLC
BTC Offshore Holdings Credit
Opportunities Master Fund II, LP
BTC Offshore Holdings Fund II-B LLC
Citizens Bank
Community National Bank & Trust
Dell Financial Services L.L.C.
Fifth Third Bank
First Community Bank, Tennessee
Leaf Capital Funding, LLC
Paypal Cash Account
Primis Financial Corp. (fka. Southern National
Bancorp of Virginia Inc. & Sonabank)
Swiss Capital BTC OL Private Debt Fund L.P.
Swiss Capital BTC OL Private Debt
Offshore SP
Swiss Capital BTC OL Private Debt Offshore SP,
a Segregated Portfolio of Swiss Capital
Private Debt (Offshore) Funds SPC
Synovus (fka First Bank of Jasper)
Truist, FL (fka BB&T, Florida)
Wingspire Capital LLC

Contract Counterparties:

Agro International
C3 Corporation
Cune Encantada
FXI, Inc.
JB Hunt Transport, Inc.
Schneider Trucking
UFP

Governmental/Regulatory Agencies:

Equal Employment Opportunity
Commission
Internal Revenue Service
Office of the Attorney General
Office of the United States Attorney
Office of the United States Trustee
Securities & Exchange Commission
State Attorney General for Arizona
State Attorney General for Connecticut
State Attorney General for Indiana
State Attorney General for Florida

State Attorney General for Mississippi
State Attorney General for North Carolina
State Attorney General for Nevada
State Attorney General for Tennessee
State Attorney General for Texas
State Attorney General for Virginia
State Attorney General for Washington
State Attorney General for Wisconsin
Texas Comptroller of Public Accounts
Texas Workforce Commission
U.S. Department of Labor
U.S. Department of The Treasury
US Department of Justice

Insurance-PFA Parties:

Allianz Global Risk US Insurance Company
Aon Risk Services Northeast Inc. - New York,
Associated Industries Insurance Company Inc.
Axis Insurance Co.
Blue Cross Blue Shield
Certain Underwriters at Lloyds
Continental Insurance Company
Fidelity
Great American Insurance Company
Higginbotham
Obsidian Specialty Insurance Company
Peoples Premium Finance
Phoenix Insurance Company
Starstone Specialty Insurance Company
Travelers Indemnity Corporation of America
Travelers Property and Casualty Company of
America
CNA Insurance Company
Travelers
AFCO Credit Corp.

Known Affiliates – JV:

Englander Sleep Products, LLC

Litigation Parties:

Koni Hospitality, Inc.

Ordinary Course Professionals:

Crowe LLP
Jones Walker LLP

Landlords (Current & Former)

3 LLC, dba MTP Net Lease Pool
3 LLC dba MTP 1100 S 12th St LLC
3001 Highway 287 LLC (benefit Morgan Stanley)
475 Willard Associates LLC
Albany Road- Mockingbird III LLC
Bal Bay Realty Ltd.
Bright Star Investment Properties LLC
Carpenter Company
Deep River Acquisition, LLC
Eastgate LLC
Forest Home Investors LLC dba Phoenix
Glendale Industrial Investors LLC
Hepatica Hill Holdings LLC
Highwoods Realty Limited Partnership
International Market Cntrs Inc. dba WMCB
Phase 2 SPE
LaPorte Property LLC
Moran Real Estate Properties Ltd.
Net Lease-Pool 3 LLC dba
MTP 2001 Bellwood Rd LLC
Net Lease-Pool 3 LLC dba
MTP 8300 Industrial Dr. LLC
NL Ventures XI Bellwood, L.L.C.
NL Ventures XI Olive Branch, L.L.C.
NL Ventures XI Watertown, L.L.C.
Phoenix Multistate Holdings One LLC dba
Bartow Industrial Investors LLC
Phoenix Multistate Holdings One LLC dba
Phoenix Greensboro Industrial Investors LLC
Phoenix Multistate Holdings One LLC dba
Phoenix Shelbyville Industrial Investors LLC
Phoenix Multistate Holdings One LLC dba
Phoenix Winlock Industrial Investors LLC
Phoenix Symbol JV LLC dba
Phoenix Richmond Indstl
Pinchal & Company, LLC
Rising Star Aviation holdings LLC
RY Holdings Property 300 LLC
Shelbourne Newton LLC
Uhlmann RV
Wharton Reading Industrial LLC

Significant Competitors:

Sealy Simmons
Temper Pedic

Top 20 Creditors (by Legal Entity):

(Corsicana Bedding LLC – Top 20)

Agro International
All American Poly Corporation
Axle Logistics LLC
Crowe LLP
Culp Inc.
Fedex
Future Foam, Inc.
FXI, Inc.
Iskeceli Celik Yay Tel Yan Urunleri
JB Hunt Transport, Inc.
Les Tricots Maxime Inc.
Ohm Systems Inc.
Pioneer & Legend Canada Ltd
Sidley Austin LLP
TWE Nonwovens US, Inc.
UFP Southwest LLC
United States Customs & Border Protection
UT+C
Visual Productions Group Inc.
Yilmar Dis Ticaret Ltd Sti

(Eastern Sleep Products Company– Top 20)

A To Z Packaging Enterprises, Inc.
C3 Corporation
Coyote Logistics LLC
Culp Inc.
Federal Express Corp.
FXI, Inc.
Hill Electrical, Inc.
Hill Express, Inc.
ID.Me Inc.
Ohm Systems Inc.
Packaging Corporation Of America
Pioneer & Legend Canada Ltd
Southside Woodcraft

Standard Fiber LLC
Tforce Freight
Thetford Associates, Inc.
UFP
UT+C
Wright Of Thomasville
Yilmar Dis Ticaret Ltd Sti

(Englander-Symbol Mattress of Mississippi, LLC - Top 20)

All American Poly Corporation
Bekaertdeslee USA Inc.
Carolina Industrial Resources
Carpenter Company
Culp Inc.
Custom Nonwoven, Inc.
Diamond Road Resawing LLCc
Estes Express Lines
FXI, Inc.
Jones Fiber Products LLC
Lava Experts In Knitting
Leggett & Platt Incorporated
Pioneer & Legend Canada Ltd
Precision Fabrics Group Inc.
Schneider National Inc.
Texas Pocket Springs Tech
TWE Nonwovens US Inc.
UFP
UT+C
Yilmar Dis Ticaret Ltd Sti

(Luuf, LLC- Top 20)

UT+C

(Symbol Mattress of Florida, Inc. - Top 20)

Fastening Solutions, Inc.

(Symbol Mattress of Pennsylvania, Inc. - Top 20)

NONE

(Symbol Mattress of Wisconsin, Inc. - Top 20)

A To Z Packaging Enterprises, Inc.
American & EFIRD, Inc.
Carpenter Company
FXI, Inc.
Green Bay Packaging Inc.
Jones Fiber Products LLC
Lava Experts In Knitting
Leggett & Platt Incorporated
Pioneer & Legend Canada Ltd
Precision Textiles LLC
Schneider National Inc.
Standard Fiber, LLC
Steel City Bedframe, LLC
Summit Logistics
Talalay Global Inc.
Travero Logistics, LLC
TWE Nonwovens US Inc.
UFP
UT+C
Yilmar Dis Ticaret Ltd Sti

(Thetford Leasing, LLC - Top 20)
NONE

(Olive Branch Building, LLC- Top 20)
NONE

(Hylton House Furniture, Inc. - Top 20)
NONE

(Symbol Mattress Transportation, Inc. - Top 20)
NONE

(Master Craft Sleep Products, Inc. - Top 20)
NONE

Vendors:

1420 W Mockingbird LLC
1st Class Concrete
3001 Highway 287 LLC (Benefit Morgan
3cloud LLC
3gtms LLC
7laboratory Corporation Of America

A Lava & Son Co
 A To Z Packaging Enterprises, Inc.
 A To Z Packaging Enterprises, Inc.
 A&A Design Studio LLC
 AAA Logistics Solutions LLC DbA Sup
 ABF Freight System Inc.
 Acme Partnership LP A TX
 Limited PA
 Active Sales Co Inc.
 Adhesive Products Co.
 Adhesive Products Inc. DbA Adhesive
 Advance Fiber Tech. Corp.
 Advance Fiber Technologies Corporation
 Agile Education Marketing LLC
 Agro International
 Airgas Inc. DbA Airgas USA LLC
 All American Poly Corporation
 All Pro Plumbing Of Central FL LLC
 Allied Electronics Inc.
 Allied Waste Services Inc. / Republic
 Alta Enterprises, LLC DbA Nitco
 Alta Holding Co LLC DbA Alta Indust
 American & Efird US Hldgs Inc.
 American & Efird, Inc.
 Amerigas Propane LP
 Amerigas-Richmond VA
 Ancelmo Medina
 Applied Industrial Tech.
 Applied Products, Inc.
 Aramark Uniform & Career Apparel Gr
 Arcbest
 Aries Global Logistics, Inc.
 Asheboro Elastics Corp DbA AEC Narr
 Asheboro Elastics Corporation
 Associated Printing Services, Inc.
 AT&T
 Atlanta Attachment Co Inc.
 Atlanta Attachment Company
 Attentive Mobile Inc.
 Averitt Express
 Averitt Express Inc.
 Avex LLC
 Axle Logistics LLC
 B & B Ice Of Tampa Bay Inc.
 Baker& Hostetler, LLP
 Barajas And Son Transportation LLC

Beckway, LLC
 Bedrock Logistics, LLC
 Bekaertdeslee USA Inc.
 Berry Global Films, LLC
 BG Staffing Inc. DbA Instaff
 Blue Ridge Tool Inc.
 Blue Torch Capital LP DbA Blue Torch
 Brady Industries Of Tennessee, LLC
 Brightedge Technologies, Inc.
 Bruce Essick Truck Sales & Service
 Bruin Plastics Company Inc.
 Bryce Byman DbA B&B Landscaping Serv.
 Buss Electrical Contracting LLC
 C3 Corporation
 Capital Lighting & Supply LLC
 Capital One N.A.
 CardConnect, LLC
 Carolina Industrial Resources
 Carolina Industrial Systems Inc.
 Carpenter Company
 Cartridge World Richmond
 Cavert Wire Company, Inc.
 CDW LLC DbA CDW Direct LLC
 Central Florida Forklift
 Centurylink
 Channeladvisor Corporation
 Charles E Donley DbA Circuit Solutions
 Chep USA
 Chua & Sons Co, Inc. DbA Reliable Ta
 Cicchiello & Cicchiello LLP
 Cintas Corporation
 Cintas Corporation DbA Cintas Corp
 Cit Group/Commercial Ser/Precision
 City Electric Supply (C.E.S. Montgo)
 City Of Greensboro
 Clearco Products Co. Inc.
 Coats American, Inc.
 Colonial LLC
 Colonial, LLC
 Comcast
 Commerce Technologies, LLC
 Complete Office Of Wisconsin
 Compressed Air Power Inc.
 Compressed Air Technology, Inc.
 Concur Technologies, Inc.
 Continental Casualty Co. DbA CNA

Insurance

Convenient Coffee Service
 Copper State Bolt & Nut Company, Inc.
 Corporation Service Company
 Corsicana Mattress Indiana
 Corsicana Mattress North Carolina
 Corsicana Mattress Texas
 Corsicana Welding Supply Corp.
 Cover Contract Sewing LLC
 Coyote Logistics LLC
 Cranston Trucking Co Div. Of Cranston
 Crowe LLP
 Crown Equipment Corp.
 CT Nassau Tape Corp
 CT Nassau Tape LLC
 Culp Inc.
 Custom Nonwoven, Inc.
 Cyxtera Communications, LLC
 D & D Packaging, Inc.
 Dara J Incles
 Dearborn Life Insurance Company
 Dell Financial Services LLC
 Dell Marketing LP
 Denali Heating And Air Conditioning
 Dex Imaging
 Diamond Needle Corp
 Diamond Needle Corporation
 Diamond Road Resawing LLC
 Dm Trans, LLC DbA Arrive Logistics
 Dream Tech
 DS Waters Of American Inc. Hinckley
 Dun & Bradstreet
 E.R. Carpenter Co.
 East TX Lift Trucks Inc. DbA Lift Trucks
 Eastern Lift Truck Co., Inc.
 EIS Inc.
 EIS Intermediate Holdings LLC
 Element Technology St. Paul Inc.
 Elite Comfort Solutions LLC
 Elliott Electric Supply
 Empire Paper Company
 Encore Holding LLC DbA Encore Fire
 Engage Consulting LLC
 Englander Sleep Products LLC
 Eric Rhea DbA Cordova Development
 ESCO Group Inc. DbA Edge Sweets Co

ESCO Group Inc.
 Escreen Inc.
 Estes Express Lines
 Eva Chaney
 Express Services Inc. DbA Express Em
 Federal Express Corp.
 Fedex
 Fedex Freight
 Ferrellgas LLC
 Fiserv
 Fibrix LLC
 Five9 Inc.
 Flexfoam Div Of Western Bonded Prod
 Flex-Pac Inc. DbA Flexpac
 FMR LLC DbA Fidelity Investments Inc.
 Forest Home Investors LLC
 Forklift Service Company LLC
 Franklin Pest Solutions North Inc.
 Fredman Brothers Furniture Company, Inc.
 d/b/a Glideaway Bed Carriage
 Manufacturing Inc.
 Freightlead LLC
 Future Coil LLC
 Future Foam, Inc.
 Fxi, Inc.
 G&S Electrical Services LLC
 Gautami Gandham DbA Neutronit Inc.
 GC Pivotal LLC
 Gee Cee's Inc.
 Glideaway Bed Carriage Manufacturing Inc.
 Glideaway Sleep Products Inc.
 Global Data Vault LLC
 Global Equipment Co Inc.
 Global Textile Alliance
 Global Textile Alliance, Inc.
 Grainger, Inc.
 Graphic Information Services Inc.
 Green Bay Packaging Inc.
 Greg Dexter DbA Duck River Lift Trucks
 Greypoint Inc. DbA Convoy Gribetz Intl
 GT Designs And Apparel LLC
 Hanes Companies, Inc.
 Hartline Alarm Company Inc.
 Headset Advisor, Inc.
 Henderson Sewing Machine Company
 Hewlett Packard Financial Services

High Point Fibers, Inc.
 Highwoods Realty Limited Partnership
 Hill Electrical, Inc.
 Hill Express, Inc.
 Hilti Inc.
 Holly G Strzelecki DbA Edge Transport
 Hornwood Inc.
 HP Inc. (Formerly Hewlett Packard Co
 Hubspot, Inc.
 Hunter Plumbing Company Inc.
 Id.Me Inc.
 IJS - EJS Inc.
 Industrial Power Products, Inc.
 Information Resources Inc.
 Integrated Electric Supply Co.
 Intermountain Staffing Inc.
 Internal Revenue Services
 International Market Cntrs Inc.
 Int'l Market Centers Inc.
 Iskeceli Celik Yay Tel Yan Urunleri
 J & L Tire Inc.
 J.B. Hunt Transport, Inc.
 J.J. Keller & Associates Inc.
 Jasztex Fibres Inc.
 Jayhawk Plastics Inc.
 JB Hunt ICS
 JB Hunt Transport, Inc.
 Jennifer Rose DbA Rose Services
 JH Rose Logistics LLC
 Joe Strickland DbA Red Fox Serv.
 John Bouchard & Sons Comp
 Jones Fiber Products Inc.
 Jones Fiber Products LLC
 Jose Acosta DbA T & M Go Blue Service
 Joseph Bordieri Electric LLC
 Just Posted LLC
 JWR Inc.
 Kanbons LLC
 Kastle Systems Of Texas LLC
 Kazlow & Fields, LLC.
 Kevin Kingston DbA King Air Conditioning
 KKGf LLC DbA UT+C
 Knickerbocker Bed Company
 Konica Minolta Business Solutions
 Konica Minolta Premier Finance
 Kroy LLC DbA Buckeye Business Products

Kuebix LLC
 L E Whitford Co Inc.
 L&P Financial Services Co
 L.P. Brown Company Inc.
 La Cuna Encantada, S.A. De C.V.
 Lakeland Sanitary & Janitor Supply
 Lava Experts In Knitting
 Lava USA
 Leggett & Platt Incorporated
 Lemon Ventures Inc.
 Les Tricots / Maxime Knitting Mills
 Les Tricots Maxime Inc.
 Lewis Systems & Service, Inc.
 LHH Recruitment Solutions
 Logicdata North America, Inc.
 Lynton LLC
 M J Pierce Distributor
 Madigan Studios Inc.
 Magnum Industrial Distributors Inc.
 Marco A Herrera Mejia DbA Levingsto
 Maria Sigmond DbA Sigmond Consulting
 Mark Thomas DbA Vertex Machine Co
 Mateers Storage Trailer Rentals, Inc.
 Mattress Firm Inc.
 Mckee Lumber & True Value, Inc.
 McMaster-Carr Supply Co.
 McMaster-Carr Supply Company
 Metro Trailer Leasing Inc.
 Metropolitan Life Insurance Company
 MFI Intl Manu LLC DbA MFI International
 Michael Andrades DbA Andrades Truck
 Michael Best & Friedrich LLP
 Microd LLC
 Mirabelli Automotive LLC
 Mobile Force LLC DbA Mobile Force
 Mobile Mini Inc. DbA Mobile Storage
 Moran Real Estate Properties Ltd
 Motion Industries Inc.
 Munck Wilson Mandala, LLP
 Nashville Propane Exchange
 National Lift, LLC
 Nationwide Electric Supply
 Nelson Propane Gas Inc.
 New England Needles Inc.
 Nomaco Inc.
 Northern Chemical Company

Northern Safety Co Inc.
 NTG Holdings LLC DbA Nolan
 Transportation
 Nucycle Energy Of Tampa LLC
 Nutex Concepts
 Office Depot, Inc.
 Ohm Systems Inc.
 Old Dominion Freight Line Inc.
 Onin Staffing LLC
 Ontario Refrigeration Services Inc.
 Open Text Inc.
 Opentext Inc.
 Orca Pacific Manufacturers Represen
 Orkin Exterminating Co.
 Owen Hardware, Inc.
 P.J. Mirabelli Enterprises, Inc.
 Pablo R. Gonzalez
 Pacific Northern Environmental Corp
 Packaging Corporation Of America
 Patco, Inc.
 Patrick Gray DbA 3DCG Consulting
 Penske Truck Leasing Co.
 Peoples Premium Finance
 Pest-X Exterminating, Inc.
 Phoenix Multi-State Holdings One LLC
 Phoenix Symbol JV LLC DbA Phoenix R
 Piedmont Natural Gas
 Pioneer & Legend Canada Ltd
 Pioneer & Legend Canada Ltd.
 Pioneer Fire And Security Inc.
 Pitney Bowes Global Financial Svc
 Pitney Bowes Lease
 Porter International - L & P Finance
 Pratt Industries Statesville
 Precision Blades Inc.
 Precision Fabrics Group Inc.
 Precision Textiles LLC
 Preferred Furniture Components Inc.
 Premier Integrity Solutions Inc.
 Premier Trailer Leasing Inc.
 Pre-Paid Legal Services, Inc.
 Primera Technology, Inc.
 Printelements Corp
 Printer Logic Inc. DbA Vasion Priority-1 Inc.
 Prisma Graphic Corporation
 Professional Trailer Repair Inc.

Prohealth Medical Group
 Prostar Services Inc. DbA Parks Coffee
 Purchase Power
 Purchase Power Pitney Bowes
 Purecare
 Purvis Industries
 Quality In Propane LLC DbA Propane
 Quality Parts Express Inc.
 Quality Petroleum Corporation
 Quench USA, Inc.
 Quill Corporation
 R & F Construction
 R&S Salvage And Recycling LLC
 R&SI Inc. DbA Total Employment & Man
 Recycling Services Of Florida
 Renfrow Heating, Air And Plumbing,
 Responsive Surface Technology LLC
 Richardson Bottling Company
 Riveron Intermdt Holdings Inc.
 Robert (Bob) W Black
 Ro-Brand Products Inc.
 Ropes & Gray LLP
 Rosenthal & Rosenthal Inc.
 Royal Imaging Services, LLC
 Ryan Transportation Service, Inc.
 Ryder Last Mile, Inc.
 Saba North America LLC
 Safety Products Inc.
 Sales Corp Of America
 Sarah Mineo
 Schmidt Machine Co, Inc.
 Schneider National Carriers Inc.
 Schneider National Inc.
 Schulte Roth & Zabel LLP
 Scott David Vogel - Vogel Partners
 SCS Sales, LLC
 SCS Texas LLC
 Sedona Holdings Inc. DbA Globaltranz
 Shawn Products, Inc.
 Shelbourne Newington, LLC
 Sid Tool Co. Inc. MSC Industrial Supply
 Sidley Austin LLP
 Sigma Supply Of North America
 Sourcing Unlimited DbA Jumpsource
 Southeastern Freight Line
 Southerland, Inc.

Southern Carlson Fastening Packaging
 Southerncarlson, Inc.
 Southside Woodcraft
 Southwest Fire & Security LLC
 Spec-Tex, Inc.
 Spectrum Adhesives, Inc.
 Standard Fiber LLC
 Staples
 Staples Contract & Commercial Inc.
 Starlift Equipment Co, Inc.
 Stearns Weaver Miller Weissler
 Steel City Bedframe, LLC
 Steinreich Communications Group, Inc.
 Summit Logistics Services, LLC
 Summit Plastics Inc.
 Sunbelt Rentals, Inc.
 Supplyone Dallas
 Sutton Clark Supply, Inc.
 Symbol Mattress Of Wisconsin
 Systems Contractors LLC
 Talalay Global Inc.
 Talx UCM Services Inc. DbA Equifax W
 Tarheel Paper & Supply Co.
 Technical Sales LLC DbA Randolph E
 TeleCheck
 Texas Pocket Springs Tech
 Texas Tollways CSC
 Tforce Freight
 The Coburn Company Inc. DbA Coburn P
 The Coburn Company Inc.
 The Grounds Guys Of Collierville
 The Randall Powers Company DbA Powers
 The Travelers Indemnity Company
 Thetford Associates, Inc.
 Third Coast PR LLC
 Thomasville Dixel Inc. DbA TD Fiber
 Tietex International, Ltd.
 Tommie Copper Inc.
 Total Quality Logistics LLC
 Toyotalift Of Arizona, Inc.
 Transloop Logistics, LLC
 Traverro Logistics, LLC
 Triad Forklift, LLC
 Trichromatic West Inc.
 Trident Transport, LLC
 Trinity Logistics Inc.

Truck Parts & Service, Inc.
 Truly Nolen Of America Inc.
 TTS LLC DbA Ha Logistics
 TWE Nonwovens US Inc.
 UFP Dallas, LLC
 UFP Eastern Division, Inc.
 UFP Southwest LLC / UFP Dallas
 Uline Inc.
 United Industrial Automation Inc.
 United Parcel Service
 United Rentals North America Inc.
 Universal Sewing Supply Inc.
 Ups Freight
 US Customs And Border Protection
 UT + C
 Verizon
 Viking Engineering & Development Inc.
 VIP Search Group, LLC
 Virginia State Corp Commission
 Visual Productions Group Inc.
 W. Silver, Inc.
 W. W. Grainger Inc. DbA Grainger
 Walmart Stores Inc.
 Warm Products Inc. DbA The Warm
 Company
 Webb Mason Inc.
 Werner Enterprises Inc.
 White & Case LLP
 Wm T Burnett Holding LLC
 XPO Logistics Freight Inc. (Conway)
 XPO Logistics Freight, Inc.
 XTRA Companies Inc. DbA XTRA Lease
 Yellow Diamond Consults LLC
 Yilmar Dis Ticaret Limited Sirketi
 Yilmar Dis Ticaret Ltd Sti
 Zim Chemical Co., Inc.
 Zonkd, Inc. (Formerly Dolven Enterprises
 Zoro Tools Inc. DbA Zoro

Utilities:

Allied Waste Services Inc. / Republic Services Inc.
 AT & T Universal Biller
 AT & T Online Payments
 AT&T
 AT&T U-Verse
 Atmos Energy Gas

Bcn Telecom, Inc.
 Centurylink
 City Of Bartow
 City Of Corsicana
 City Of Glendale
 City Of Greensboro
 City Of Olive Branch
 City Of Winlock
 Cogent Communications, Inc.
 Columbia Gas
 Comcast Communications FL
 Connecticut Natural Gas Corporation
 Cox Business DbA Cox Communications Phoenix
 Direct Energy Business
 Dominion Energy Virginia
 Duke Energy
 Frontier Communications Corp DbA
 Citizens Communications Co
 Granite Telecommunications LLC
 Harold Lemay Enterprises Inc. DbA City Sanitary
 Lewis County Public Utilities District
 Momentum Telecom Inc. Direct
 Northcentral EPA
 Northland Communications
 Nucycle Energy Of Tampa LLC
 Piedmont Natural Gas
 Puget Sound Energy
 R&S Salvage And Recycling LLC
 Recycle Services
 Recycling Services Of Florida
 Republic Services
 Shelbyville Power System
 SRP
 T-Mobile USA Inc.
 Treasurer, Chesterfield County
 USA Hauling & Recycling, Inc.
 Verizon Wireless
 Waste Connections Of TN
 Waste Management Corp Svcs, Inc.
 Waste Management Of Arizona Inc. - Phoenix Hauling
 Watertown, City Of
 Wisconsin Electric Power

Wages – Service Provider:

PayCom

Taxing Authorities:

Alabama Department Of Revenue
 Allen County, Indiana Treasurer
 Arizona Department Of Revenue
 Arkansas Dept Of Finance & Administration
 Bedford County Trustee
 California Dept Of Consumer Affairs
 Capitol Services Inc.
 Chesterfield County Treasurer
 Chesterfield County, VA
 City And County Of Denver Dept Of Finance
 City Of Apopka, Ohio
 City Of Colorado Springs
 City Of Detroit - Dept Of Health & Wellness
 City Of Jasper Revenue Dept
 City Of Monroeville
 City Of Olive Branch
 City Of Philadelphia, PA
 City Of Richmond, Virginia
 City Of Rochester, NY
 City Of Shelbyville - Property Tax
 City Of Steamboat Springs
 City Of Tuscaloosa
 City Of Watertown, WI
 Colorado Department Of Revenue
 Colorado State Treasurer
 Commonwealth Of Massachusetts
 Connecticut Commissioner Of Revenue Services
 Corporation Service Company
 County Of Henrico, VA
 Dallas County Tax Office
 Delaware Ehfs-Kc
 Desoto County Economic Development Counsel
 Desoto County, Mississippi
 Desoto County, Tax Collector
 Florida Department Of Revenue
 Florida Dept Of State
 Florida State Disbursement Unit
 Georgia Department Of Revenue
 Georgia Office Of Secretary Of State

Guilford County Tax Dept (Property)	State Of Alabama
Harbourpoint Invsmts Inc Dbw Worldwide	State Of California
Registration	State Of Connecticut
Henrico County, GA	State Of Iowa, Treasurer
Idaho State Tax Commission	State Of Maine Revenue Services
Illinois Department Of Revenue	State Of Michigan
Indiana Dept Of Revenue	State Of Michigan Unemployment Ins Agency
Internal Revenue Service	State Of Nevada
Iowa Department Of Revenue	State Of New Jersey
Kansas Dept Of Revenue	State Of Ohio, Treasurer
Kentucky State Treasurer / Dept Of Revenue	State Of Rhode Island
Lewis County, WA Treasurer	State Of Tennessee ,Div. Of Business Serv- Dept
Louisiana Department Of Revenue	Of State
Lunenburg County Treasurer	State Of Washington - Department Of Ecology
Maryland Comptroller	State Of Wisconsin -Dept. Of Revenue
Minnesota Department Of Revenue	Tennessee Dept Of Revenue
Mississippi Department Of Revenue	Texas Comptroller Of Public Accounts
Missouri Dept Of Revenue	Town Of Dayville, CT
Navarro County, TX	Town Of Killingly, CT
Nebraska Department Of Revenue	Treasurer Chesterfield
Nevada Legal Press	Treasurer, Commonwealth Of Virginia
New Jersey Division Of Taxation	United States Treasury
New Mexico Taxation And Revenue Department	Vermont Department Of Taxes
New York Department Of State	Virginia Department Of Taxation
New York State Corporation Tax	Virginia State Corporation Commission
New York State Income Tax	Walker County, Alabama
Newington Revenue Collector	Washington Dept. Of Labor & Industry
North Carolina Department Of Revenue	Washington State Department
North Carolina Dept Of Revenue	West Virginia State Tax Department
North Carolina Secretary Of State	Wisconsin Dept Of Revenue
Ohio Dept Of Commerce	Wisconsin Dept Of Revenue, Sales And Use Tax
Ohio Dept Of Taxation	
Oklahoma Tax Commission	
Pennsylvania Department Of Revenue	
Pennsylvania Department Of State	
Pennsylvania Dept Of Labor & Industry, Bedding	
& Upholstery	
Polk County, Florida	
Rhode Island Division Of Taxation	
Richardson ISD Tax Office	
South Carolina Dept Of Revenue	
South Dakota Department Of Revenue	
State Comptroller Of Texas	

Schedule 2

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a Haynes and Boone Client	Status
AFCO Credit Corp.	McGriff, Seibels & Williams of Texas, Inc.	The Firm represents McGriff, Seibels & Williams of Texas, Inc., an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.
AT & T Online Payments	AT & T Online Payments	The Firm represents AT & T Online Payments on matters unrelated to the Debtors or the Chapter 11 cases.
AT & T Universal Biller	AT & T Universal Biller	The Firm represents AT & T Universal Biller on matters unrelated to the Debtors or the Chapter 11 cases.
AT&T	AT&T	The Firm represents AT&T on matters unrelated to the Debtors or the Chapter 11 cases.
AT&T	AT&T	The Firm represents AT&T on matters unrelated to the Debtors or the Chapter 11 cases.
AT&T U-Verse	AT&T U-Verse	The Firm represents AT&T U-Verse on matters unrelated to the Debtors or the Chapter 11 cases.
Axis Insurance Co.	Axis Insurance Co.	The Firm represents Axis Insurance Co. on matters unrelated to the Debtors or the Chapter 11 cases.
BAKER& HOSTETLER, LLP	Baker & Hostetler, LLP	The Firm represents Baker & Hostetler, LLP on matters unrelated to the Debtors or the Chapter 11 cases.
Bank of America	Bank of America	The Firm represents Bank of America (“BOA”) on matters unrelated to the Debtors or the Chapter 11 cases. BOA has provided a waiver pursuant to which BOA has waived potential conflicts of interest subject to certain terms and conditions, including that the Firm establish an ethical wall so that no person presently working on BOA matters represents the Debtors, and persons representing BOA or the Debtors, respectively, will be walled from access to any files or documents, or information from those files or documents, relating to matters on the other side of the ethical wall.
CAPITAL ONE N.A.	Capital One N.A.	The Firm represents Capital One N.A. on matters unrelated to the Debtors or the Chapter 11 cases.
Citizens Bank	Citizens Bank	The Firm represents Citizens Bank on matters unrelated to the Debtors or the Chapter 11 cases.
Cogent Communications, Inc.	Cogent Communications, Inc.	The Firm represents Cogent Communications, Inc. on matters unrelated to the Debtors or the Chapter 11 cases.
COMCAST	NBC Universal News Group	The Firm represents NBC Universal News Group, an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.
Comcast Communications FL	NBC Universal News Group	The Firm represents NBC Universal News Group, an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.
Crowe LLP	Crowe U.K. LLP	The Firm represents Crowe U.K. LLP, an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a Haynes and Boone Client	Status
Dell Financial Services L.L.C.	Dell Inc.	The Firm represents Dell Inc., an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.
DELL FINANCIAL SERVICES LLC	Dell Inc.	The Firm represents Dell Inc., an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.
DELL MARKETING LP	Dell Inc.	The Firm represents Dell Inc., an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.
Fidelity	Fidelity	The Firm represents Fidelity on matters unrelated to the Debtors or the Chapter 11 cases.
Fifth Third Bank	Fifth Third Bank	The Firm represents Fifth Third Bank on matters unrelated to the Debtors or the Chapter 11 cases.
Higginbotham	Higginbotham	The Firm represents Higginbotham on matters unrelated to the Debtors or the Chapter 11 cases.
MATTRESS FIRM INC.	Mattress Firm Inc.	The Firm represents Mattress Firm Inc. on matters unrelated to the Debtors or the Chapter 11 cases.
PayCom	PayCom	The Firm represents PayCom on matters unrelated to the Debtors or the Chapter 11 cases.
Paypal Cash Account	Paypal Cash Account	The Firm represents Paypal Cash Account on matters unrelated to the Debtors or the Chapter 11 cases.
ROBERT (BOB) W BLACK	Robert W. Black	The Firm represents Robert W. Black on matters unrelated to the Debtors or the Chapter 11 cases.
Robert W. Black	Robert W. Black	The Firm represents Robert W. Black on matters unrelated to the Debtors or the Chapter 11 cases.
Truist, FL (fka BB&T, Florida)	Truist Bank	The Firm represents Truist Bank, an affiliate, on matters unrelated to the Debtors or the Chapter 11 cases.
United Rentals (North America), Inc.	United Rentals (North America), Inc.	The Firm represents United Rentals (North America), Inc. on matters unrelated to the Debtors or the Chapter 11 cases.
Verizon	Verizon	The Firm formerly represented Verizon on matters unrelated to the Debtors or the Chapter 11 cases.
Verizon Wireless	Verizon Wireless	The Firm formerly represented Verizon Wireless on matters unrelated to the Debtors or the Chapter 11 cases.
WALMART STORES INC	Walmart Stores Inc.	The Firm represents Walmart Stores Inc. on matters unrelated to the Debtors or the Chapter 11 cases.

Exhibit B

Engagement Letter

HAYNES BOONE



June 7, 2022

PRIVILEGED AND CONFIDENTIAL

Via email (Erhea@corsicanamattress.com)

Eric Rhea
Corsicana Mattress, LLC
1420 W. Mockingbird Lane
Dallas, TX 75247

Re: Engagement of Haynes and Boone, LLP to represent Corsicana Mattress, LLC

Dear Eric:

This letter confirms that you have asked Haynes and Boone, LLP (the “Firm”), and the Firm has agreed to act, as legal counsel to Corsicana Mattress, LLC (the “Company”) in connection with an out-of-court financial restructuring and, if necessary, a Chapter 11 proceeding. This letter confirms the terms on which the Firm will undertake to represent the Company in connection with such restructuring and potential Chapter 11 proceeding (the “Subject Matter”).

1. Client Relationship

The Firm is being retained by the Company solely in connection with the Subject Matter, and our representation pursuant to this letter does not include the representation of any other person or entity. Our advice will be rendered to the members of the Board of Directors and management in those respective capacities. Our representation of the Company in this matter does not give rise to an attorney-client relationship between the Firm’s attorneys and any officers, directors, shareholders or employees, except with respect to their representative or agency roles with the Company.

2. Staffing

I will be the primary contact at the Firm for the Company’s representation. Additionally, partners Ian Peck and Eli Columbus, associates David Staab, Martha Wyrick and Tom Zavala, and paralegal Kim Morzak will also work closely with the Company’s team. I will lead this engagement for the Firm and direct the activities of other Firm lawyers in coordination with the Company. We will use other Firm lawyers and paralegals to work on this engagement as we believe appropriate under the circumstances. We may delegate work to lawyers or support

Haynes and Boone, LLP

301 Commerce Street | Suite 2600 | Fort Worth, TX 76102
T: 817.347.6600 | haynesboone.com

HAYNES BOONE

June 7, 2022

Page 2

personnel with special experience in a given area or whom we otherwise believe will enable us to provide services on an efficient, timely, and cost-effective basis. Regardless of who is working on a particular component of the engagement, I will always be available to discuss any aspect of our representation with you.

3. Fee Arrangements

The Company has agreed to be responsible for payment for the professional services that we render pursuant to the terms of this engagement letter and to reimburse us for the costs and expenses that we incur or pay on the Company's behalf and charge to the Company's account. Payment of our fees and costs is not contingent on the ultimate outcome of this engagement.

It is our normal practice to charge our clients for services rendered on the basis of the total hours worked and our hourly rates, and the Company has agreed to pay us on that basis. Our attorneys include partners, associates, and special attorneys consisting of foreign attorneys, of counsel, and other senior and staff level attorneys. The Firm's hourly rates for the primary lawyers and paraprofessionals that we expect to initially work on this engagement are as follows (which have been reduced from our standard hourly rates as reflected below):

Professional	Title	Standard Hourly Rate	Proposed Discounted Rate
Stephen M. Pezanosky	Partner	\$1,300	\$1,150
Ian Peck	Partner	\$1,050	\$950
Eli Columbus	Partner	\$950	\$895
Sakina Rasheed Foster	Partner	\$975	\$925
David L. Staab	Associate	\$775	\$725
Martha Wyrick	Associate	\$725	\$675
Tom Zavala	Associate	\$600	\$550

HAYNES BOONE



June 7, 2022

Page 3

Kim Morzak	Paralegal	\$450	\$400
------------	-----------	-------	-------

Since the Company requires our assistance in connection with a potential Chapter 11 proceeding, we must assure that Haynes and Boone is not a creditor of the Company and does not receive any preferential payments leading up to the bankruptcy because that could result in the Company being forced to incur a substantial cost to retain new counsel.

To achieve this objective, we ask that the Company pay an advance retainer in the amount of \$500,000, which we will hold in our trust account to ensure payment for work that we anticipate doing for the Company prior to a bankruptcy filing. Subsequently, on a weekly basis, we will (i) generate an invoice and forward it to the Company with a request that the Company authorize payment of the invoice out of any remainder in the trust account and (ii) and may request a wire transfer to replenish the retainer, based on anticipated future work. Only by this “prepaid” arrangement can the Firm and the Company be protected from the risk that the Firm will be subject to disqualification by reason of having received a preference or of holding an adverse interest, in the form of an uncollected legal bill.

If the Company ultimately determines that a Chapter 11 filing is necessary, we will work with Company to establish special payment arrangements, including an appropriate retainer to ensure that the Firm (i) is paid for its services and (ii) does not receive any preferential payments leading up to the Chapter 11 case, which could result in the Company being forced to incur a substantial cost to retain new counsel. Those arrangements will be documented through a supplement or amendment to this letter.

4. Costs and Expenses

Our invoices also will include charges for services and expenses customarily invoiced by law firms, in addition to fees for legal services performed in connection with the Subject Matter. These may include travel expenses, such as mileage, parking, airfare, lodging, meals, and ground transportation. Further, our invoices may include charges for items and services such as computerized legal research, copying, document or image productions, and other non-overhead expenses incurred for the Company’s benefit.

The fees and services of third parties incurred in connection with our representation of the Company, such as printers, experts, messenger and delivery services, process servers, court reporters, witness fees, and filing services, will also be charged to the Company. For any substantial expenses, the Company agrees that it will pay the fees and expenses directly, and

HAYNES BOONE



June 7, 2022

Page 4

authorize us to make arrangements to have such third parties bill the Company directly. Our Firm will pay more minor expenses and bill the Company for those out-of-pocket expenditures made on its behalf.

5. Conflicts

Given the Company's size and scope of operations, it is possible that the Firm represents additional creditors of, or lessors to, the Company in matters unrelated to the Subject Matter.

In connection with a bankruptcy filing, the Firm will need to comply with a set of conflicts-of-interest rules that are substantially more restrictive than those contained in the Texas Disciplinary Rules of Professional Conduct. In a bankruptcy proceeding, the Firm must meet a "disinterestedness" test and a "no adverse interest" test. To assure compliance, prior to the bankruptcy we will need to obtain from the Company a complete vendor list along with information that will allow the Firm to make disclosure of all relationships between the Firm and any of the Company's constituents (*e.g.*, officers, directors, contract counter-parties, accountants, other law firms, etc.). We will send the Company an outline of the information we need to complete this process.

6. Advance and General Waiver/Consent to Conflicts Respecting Unrelated Matters

Haynes and Boone, LLP is a large firm, with offices and professionals in many cities. The Firm's practice is broadly based and covers several areas of both domestic and international law. The very size of the firm has created situations where work for one client in an area has precluded lawyers in the Firm from pursuing other matters, whether related or unrelated to the first matter. In order to avoid the potential for this kind of restriction on our practice, we request a waiver and advance agreement that the Firm will not be disqualified from representing interests that may become adverse to the Company in regard to matters that are not substantially related to the Subject Matter. This waiver is not intended to, and would not, permit the Firm to represent interests directly adverse to the Company in matters that are substantially related to the work done for the Company. Nor is it intended that there be, and there would not be, any waiver of the Company's right not to have confidences or secrets that the Company transmits to the Firm disclosed to any third party or used against the Company. We would, of course, hold such information that the Company provides to us in strict confidence. Accordingly, the Company agrees that it will not object to the Firm's representation of other clients on the basis of the Company's retention of the Firm, and the Company consents to and waives any objection to the Firm's representation of other clients, unless the other representation would involve the Firm representing an interest directly adverse to the Company on a matter substantially related to the Subject Matter.

HAYNES BOONE



June 7, 2022

Page 5

Further, the nature of the Firm's practice is such that the Firm may from time to time represent one client in a matter while also representing that client's adversary in another unrelated matter. Such concurrent representation is undertaken only if it is the Firm's professional judgment that the Firm can do so impartially and without any adverse effect on our responsibilities to either client. Accordingly, the Company also agrees that it does not consider any such concurrent representation, in unrelated matters, to be inappropriate and it consents to any such present or future concurrent representations.

7. Cooperation

To enable us to represent the Company effectively in connection with the Subject Matter, the Company agrees to cooperate fully with us, including (1) disclosing to us, fully, accurately and timely, all facts that are or might be material; and (2) keeping us apprised on a timely basis of all developments relating to the Subject Matter that are or might be material. The Company will make Company personnel reasonably available, as necessary, to respond to discovery requests, attend meetings, conferences, hearings, and other proceedings.

8. Disclaimer of Guarantee

As the Company knows, it is impossible to predict the result or success of any engagement. We may express opinions or beliefs concerning litigation or various courses of action, and the results that might be anticipated. Any such statement is intended to be an expression of professional judgment only, based on the state of the law and information available to us at the time, and is not a promise or guarantee. The Company understands that the outcome of the Firm's efforts on the Company's behalf is subject to the uncertainties and risks inherent in the restructuring and bankruptcy process, and it acknowledges that the Firm has not made, and will not in the future make, any promises or guarantees to the Company concerning the outcome of the Subject Matter. Nothing in this letter, or in any future oral or written communication, is intended to or shall be considered as any such promise or guarantee.

9. Discharge and Withdrawal

The Company will have the right at any time to terminate the Firm's representation of it by delivering written notice of termination to us. The Firm will have the right to withdraw from its representation of the Company at any time with the Company's consent, or for good cause without the Company's consent. For example, if the Company does not honor the terms of this letter, or if the Company fails or refuses to cooperate with us or to follow our advice on a material matter, or if we become aware of any fact or circumstance that would, in our view, render our continuing

HAYNES BOONE



June 7, 2022

Page 6

representation of the Company ineffective, unlawful, or unethical, then we will have good cause to withdraw.

If the Company discharges us or we elect to withdraw, then the Company will take all steps necessary to free us of any obligation to perform, including by executing any documents necessary to complete the termination of the representation, and we will take all steps that, in our view, are reasonably practicable to protect the Company's interests. If a discharge or withdrawal occurs, then the Company will pay us for all costs and expenses paid or incurred by us on its behalf, and the Company will pay us a reasonable fee for the professional services that we have rendered to it to the date of termination, or in connection with an orderly transition, and for which we previously have not been paid.

Unless previously terminated, our representation of the Company with respect to any matters for which we have been engaged will terminate when we send the Company our final statement for services rendered. In the course of our representation of the Company, we likely will come into possession of copies or originals of documents or other materials belonging to the Company or others (collectively, "materials"). When the particular matter to which those materials relate has been concluded, we will make arrangements either to return the documents to the Company, retain them in our storage facilities, or to dispose of the materials. Absent any other arrangements made with the Company, on the expiration of five years after a matter file has been closed, all materials in the file may be destroyed. We may retain our own files, including lawyer work product, pertaining to the representation.

10. Entire Agreement

This letter constitutes the entire agreement between the Company and the Firm regarding the Company's engagement of the Firm to represent it with respect to the Subject Matter and is subject to no oral agreements or understandings. No obligation or undertaking that is not set forth expressly in this letter shall be implied on the part of either the Company or the Firm.

11. Conclusion

We are pleased to have this opportunity to represent the Company. If you have any questions about any aspect of our engagement or our invoices at any time, please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for the Company.

HAYNES BOONE

HB

June 7, 2022

Page 7

If this letter correctly reflects the Company's understanding of the scope, terms, and conditions of our representation, please indicate such acceptance by executing the enclosed copy of this letter in the space provided below and return it to the attention of the undersigned at our office address set forth on the first page of this letter. By executing this letter, the Company will be acknowledging that the Company has read this letter and understands its terms.

Very truly yours,

HAYNES AND BOONE, LLP

By: 

Stephen M. Pezanosky

The foregoing is approved and agreed to:

Corsicana Bedding, LLC

By: 

[Name / Title]

Date: 6/8/22

HAYNES BOONE



June 7, 2022
Page 8

HAYNES AND BOONE, LLP

WIRING INSTRUCTIONS FOR TRUST ACCOUNT - BANK OF AMERICA

**WHEN SENDING FUNDS BY WIRE/ACH AN EMAIL NOTIFICATION PROVIDING
THE APPLICATION OF THE FUNDS SHOULD BE SENT TO:**

paymentdetail@haynesboone.com

INCOMING

WIRE TO BANK OF AMERICA
100 West 33rd Street
New York, NY 10001

ABA NO. 0260-0959-3
FOR CREDIT TO THE ACCOUNT OF
HAYNES AND BOONE
TRUST ACCOUNT NO. 018-06-4704-0

SWIFT Address: BOFAUS3N

FOR ACH PAYMENTS

ABA NO. 111-0000-25
FOR CREDIT TO THE ACCOUNT OF
HAYNES AND BOONE
TRUST ACCOUNT NO. 018-06-4704-0

PLEASE REFERENCE ATTORNEY NAME
OR CLIENT MATTER NUMBER

ATTENTION: CINDY REDD 972/739-8604

Exhibit C

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
Corsicana Bedding, LLC, <i>et al.</i> , ¹	§	Case No. 22-90016-elm11
	§	
Debtors.	§	Jointly Administered

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF HAYNES
AND BOONE LLP AS ATTORNEYS FOR THE DEBTORS AND DEBTORS IN
POSSESSION EFFECTIVE AS OF THE PETITION DATE**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Corsicana Bedding, LLC (3019) ("Corsicana"); Thetford Leasing LLC (7227) ("Thetford"); Olive Branch Building, LLC (7227) ("Olive Branch"); Eastern Sleep Products Company (1185) ("Eastern Sleep"); Englander-Symbol Mattress of Mississippi, LLC (5490) ("Englander Symbol"); Hylton House Furniture, Inc. (5992) ("Hylton House"); Luuf, LLC (3450) ("Luuf"); Symbol Mattress of Florida, Inc. (4172) ("Symbol Florida"); Symbol Mattress of Pennsylvania, Inc. (3160) ("Symbol Pennsylvania"); Symbol Mattress of Wisconsin, Inc. (0871) ("Symbol Wisconsin"); Symbol Mattress Transportation, Inc. (1185) ("Symbol Transportation"); and Master Craft Sleep Products, Inc. (4961) ("Master Craft"). The location of the Debtors' service address is P.O. Box 3233, Fort Worth, TX 76113.

Upon the *Debtors' Application for Entry of an Order Under 11 U.S.C. §§ 327(a), 330, and 1107(b) Authorizing the Employment and Retention of Haynes and Boone, LLP as Attorneys for the Debtors and the Debtors in Possession Effective as of the Petition Date* (the "Application")² of Corsicana Bedding, LLC, *et al.* (collectively, the "Debtors"); and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc*, Miscellaneous Rule No. 33 (N.D. Tex. August 3, 1984); and consideration of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and all objections, if any, to the Application have been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. Pursuant to Bankruptcy Code §§ 327 and 1107(b), the Debtors are hereby authorized to retain Haynes and Boone as their counsel in these Chapter 11 Cases effective as of the Petition Date in accordance with (and on the terms described in) the Application, the

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Engagement Letter, and this Order, and Haynes and Boone is authorized to perform the services set forth in the Application.

3. Haynes and Boone shall apply any retainer remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application, and promptly pay to the Debtors' estates any retainer remaining after such application

4. Compensation will be awarded upon application and a hearing consistent with the requirements of 11 U.S.C. §§ 330 and 331 and any further orders entered by this Court.

5. Haynes and Boone shall be compensated upon appropriate application in accordance with Bankruptcy Code §§ 330 and 331, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable procedures and orders of this Court.

6. If any supplemental declarations or affidavits are filed and served after the entry of this Order, absent any objections filed within twenty (20) days after the filing and service of such supplemental declarations or affidavits, Haynes and Boone's employment shall continue as authorized pursuant to this Order.

END OF ORDER

Submitted by:

Stephen M. Pezanosky

State Bar No. 15881850

Ian T. Peck

State Bar No. 24013306

David L. Staab

State Bar No. 24093194

HAYNES AND BOONE, LLP

301 Commerce Street, Suite 2600

Fort Worth, TX 76102

Telephone: 817.347.6600

Facsimile: 817.347.6650

Email: stephen.pezanosky@haynesboone.com

Email: ian.peck@haynesboone.com

Email: david.staab@haynesboone.com

PROPOSED ATTORNEYS FOR DEBTORS